

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400127

PRINT DATE: 10/07/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1522299337
CHESAPEAKE STRATEGIES GROUP INC
28860 ALMSHOUSE RD

OXFORD, MD 21654
(410) 476-9750

REFER QUESTIONS TO:

MICHELLE FRIERSON
(410) 767-3002
MICHELLE.FRIERSON@MARYLAND.GOV

ITB: 001IT819577

EXPR DATE: 11/01/17
POST DATE: 10/06/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 104,580.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

DHR/WICOMICO COUNTY DSS FUNDS:

N00	15	G6010	66%	FED	34%	GEN	0819	72200	\$23,057.08
N00	16	G6010	66%	FED	34%	GEN	0819	72200	\$34,767.04
N00	17	G6010	66%	FED	34%	GEN	0819	72200	\$35,045.92
N00	18	G6010	66%	FED	34%	GEN	0819	72200	\$11,712.96

SMALL BUSINESS RESERVE PROCUREMENT (#SB12-9568)
LIVING WAGE TIER: 2

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	96480	EA	34,581.1200

SECURITY GUARDS
SECURITY GUARDS

PROVIDE UNARMED UNIFORMED GUARD SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES AT WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES, 31901 TRI-COURNTY WAY, SUITE 101, SALISBURY, MD 21804 FOR A PERIOD OF THREE (3) YEARS, NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017, IN ACCORDANCE WITH TERMS, CONDITIONS, AND SPECIFICATIONS.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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HOURLY BILLING RATE: \$17.36 (YEAR ONE)

0002	96480	EA	34,860.0000
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SECURITY GUARDS
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PROVIDE UNARMED UNIFORMED GUARD SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES AT WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES, 31901 TRI-COURNTY WAY, SUITE 101, SALISBURY, MD 21804 FOR A PERIOD OF THREE (3) YEARS, NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017, IN ACCORDANCE WITH TERMS, CONDITIONS, AND SPECIFICATIONS.

HOURLY BILLING RATE: \$17.50 (YEAR TWO)

0003	96480	EA	35,138.8800
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SECURITY GUARDS
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PROVIDE UNARMED UNIFORMED GUARD SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES AT WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES, 31901 TRI-COURNTY WAY, SUITE 101, SALISBURY, MD 21804 FOR A PERIOD OF THREE (3) YEARS, NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017, IN ACCORDANCE WITH TERMS, CONDITIONS, AND SPECIFICATIONS.

HOURLY BILLING RATE: \$17.64 (YEAR THREE)

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400127

PRINT DATE: 10/07/14

PAGE: 03

TERMS (cont'd):

106-2767
LICENSE NUMBER

7/31/15
DATE OF EXPIRATION

***** LAST PAGE *****

AUTHORIZED BY:

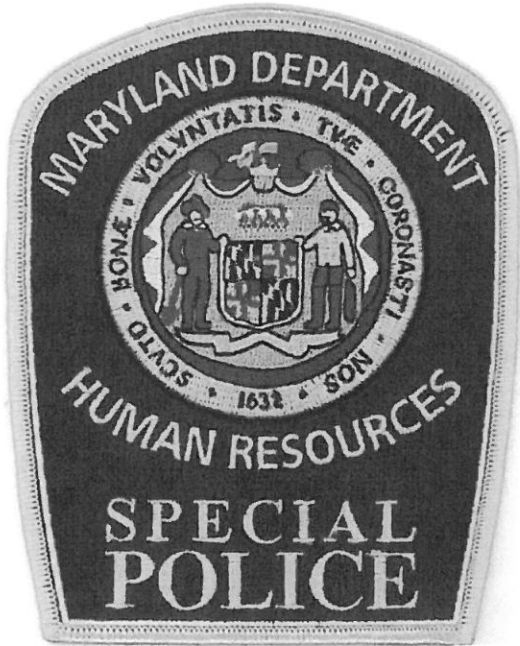


BUYER AUTHORIZED DESIGNEE

DATE:

10-7-14

**SECTION C – SPECIFICATIONS
WICOMICO COUNTY
DEPARTMENT OF SOCIAL SERVICES
UNARMED SECURITY GUARD SERVICES**



**eMaryland Marketplace Solicitation # 001IT819577
SMALL BUSINESS RESERVE (SBR) SOLICITATION ONLY**

A. GENERAL INFORMATION

For the purpose of this Invitation to Bid (ITB), The Department of Human Resources (DHR) shall be referred to as the Owner.

The Owner is requesting bids for Unarmed Guard Services for the Bureau of Support Enforcement of the Wicomico County Department of Social Services as specified within the these Specifications.

A.1. This ITB has been issued by:

DGS Procurement Officer, Tolu Olojo
Maryland Department of General Services

Email – tolulope.olojo@Maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

A.2 This ITB is to be read and construed as a whole.

A.3 Prospective Bidders who have received this document from a source other than eMaryland Marketplace (www.emaryland.buyspeed.com) or from the Procurement Officer should immediately register on eMaryland Marketplace so that any changes or additional materials related to this ITB can be sent to them.

A.4 Bidders agree to fully comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. Bidders shall not change or alter any Attachment or alter any State attachments or the Bid will be rejected.

A.5 Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.

A.6 In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace.
PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB. DGS is not responsible for notifying Bidders of amendments to this ITB other than by posting amendments on eMaryland Marketplace.

A.7 Small and Minority Business Enterprises are encouraged to respond to this solicitation.

B. MODIFICATIONS

This contract may not be modified, altered or amended in any manner without prior approval of the Procurement Officer.

C. ADDENDA TO THE ITB

If it becomes necessary to revise any part of this ITB addenda will be published on EMM.

D. CANCELLATION OF THE ITB

The State may cancel this ITB, in whole or in part, at any time before the opening of the bids.

E. INCURRED EXPENSES

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a bid.

F. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS IN THE STATE

Vendors and Contractors providing materials, equipment, supplies of services to the State of Maryland herewith agree to comply with State Finance and Procurement Article 20-201 through 21-203, Sections of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual or entity who is a beneficial owner of 5 percent or more of the contract in business.

G. PUBLIC INFORMATION ACT NOTICE

Bidders should give specific attention to the identification of those portions of their bids which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, State Government Article, Sections 10-611 through 10-628 of the Annotated Code of Maryland.

H. DEFINITIONS

OWNER	As used herein, shall mean the The Department of Human Resources (DHR) a State Agency.
BUILDING	Bureau of Support Enforcement of the Wicomico County Department of Social Services
CONTRACTOR	As used herein, shall mean the Contractor hired by the Owner to maintain and provide services as described herein theses Specifications who shall be responsible for all management, and its personnel performing under this Contract.

1. BACKGROUND

The Bureau of Support Enforcement (BOSE) of the Wicomico County Department of Social Services (WCDSS) is a local agency of the State of Maryland under the Department of Human Resources (DHR). BOSE is in one wing of a building located at 31901 Tri-County Way Suite 101 Salisbury, Maryland 21804. The BOSE building is a one story building, occupying all 7596 square feet with adjacent parking lots and grounds. Customers in need of service and financial assistance, and visitors attending training sessions visit the building Monday through Friday. Public access is limited to lobby, career center, reception, interview rooms, and the multipurpose rooms. Staff use cipher locks/swipe cards to open doors leading to the main office areas and elevator. All visitors report to the receptionist to request services, and staff or the guard escort will provide access to a specific area within the building. The Intent of the contract to be awarded

is to provide quality Uniformed Unarmed Security Guard Services to the Bureau of Support Enforcement of the Wicomico County Department of Social Services.

2. SCOPE OF WORK

- 2.1 The Contractor shall furnish all labor, equipment, and supplies necessary to perform the unarmed security guard services for the wing of the building in which the BOSE is located, adjacent grounds and parking lot in strict conformity with the methods and conditions hereinafter specified. The Contractor must provide the necessary personnel and any special equipment required to provide these services. The services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to customers, and which will cause the minimum amount of disruption to agency operations.
- 2.2 The contractor will provide full coverage from 8:00 a.m. to 4:30 p.m. Guard Services will be provided on State workdays, Monday through Friday during regular business hours including when additional extended hours are needed which will be requested by Wicomico County Department of Social Services to the vendor through email. This contract requires the services of one (1) unarmed uniformed security guard to be on duty from 8:00 a.m. until 4:30 p.m. Monday through Friday and requires the manning and operation of a Metal Detector.
- 2.3 Unarmed Security Guard Services include coverage of the internal building rounds and external building rounds. The Contractor must be able to provide the uniformed unarmed security guard services described in this solicitation. These services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to customers and cannot cause disruption to the agency operation.
- 2.4 Security guard services may also include operation of a walk-through and/or hand-held metal detector. Procedures for the operation of these items are included as Exhibit 2.

3. TERM OF THE CONTRACT

This contract shall provide uniformed unarmed/armed guard services for a period of 3 years, beginning November 1, 2014 through October 31, 2017.

4. PRE-BID CONFERENCE AND SITE VISIT

Each bidder is encouraged to attend a scheduled site visit conference, although it is not mandatory (See Section A, Paragraph 7). **The Pre-Bid Conference will be held at the Bureau of Support Enforcement of the Wicomico County Department of Social Services located at 31901 Tri-County Way, Suite 101 Salisbury, Maryland 21804 on July 24th at 1pm .**As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. For more site visit information, contact Joseph Sorrells 410-713-3920.

5. WORKING HOURS AND LOCATION

- 5.1 The following location and schedule represent the maximum number of hours anticipated for the scope of the contract. WCDSS will notify the Contractor of any additional after-hour services on an as-needed basis in writing.
- Physical Location: 31901 Tri-County Way Suite 101 Salisbury, Maryland 21804
 - Standard operating hours of BOSE are Monday through Friday, 8:00 a.m. through 4:30 p.m.
- 5.2 On occasion, a guard is needed after hours or on the weekend for special events or meetings. These occasions will be reimbursed per contract specifications. When services are necessary beyond the normal work day, notification will be forwarded to the Contractor one (1) week in advance.
- 5.3 The guard will make sure all customers have left the building before leaving.
- 5.4 The guard post must be manned during duty hours except when escorting WCDSS guests to meeting rooms, completing perimeter check, or when on lunch.
- 5.5 The following location and schedule details represent the estimated number of hours anticipated for the services to be provided under scope of this contract, dependent upon hours:

Parking Lot and Grounds Patrol:	8:00 a.m. – 8:15 a.m.
Building Patrol:	8:00 a.m. – 8:15 a.m.
Reception Area, Building, Grounds:	8:00 a.m. – 4:30 p.m.

Guard will take a scheduled one half-hour lunch break from 12:00 p.m. to 12:30 p.m. daily. The guard will NOT leave the premises during the lunch break.

Monday through Friday (except State Holidays)

8:00 a.m. to 4:30 p.m. One (1) unarmed guard (8.0 hours)

6. STATE HOLIDAYS

The following State Holidays will be observed by WCDSS and the Contractor:

New Year's Day	Columbus Day
Martin Luther King Day	Presidential or Gubernatorial Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	American Indian Heritage Day
Labor Day	Christmas Day

The Governor of Maryland may authorize additional days which will be observed by both WCDSS and the Contractor. Security guard services will not be provided on State Holidays and these days are not billable to the State. Official State closure days due to inclement weather and Services Reduction days will also be observed. These days are not billable under this Contract.

7. THE STATE AGREES

- 7.1 To provide written instructions specifying the days and hours of the week uniformed unarmed guard service is to be provided, tours of duty required, duties to be performed by the guard and location of guard posts. This information will be prepared by the **Local DSS Project Manager** or designee and furnished to the successful bidder after the award of the contract. The Local DSS Project Manager or designee may alter these instructions at any time.
- 7.2 That all persons performing work under this contract shall at all time's be recognized as Contract Guard Service employees under the control of the Contractor. However, the Contractor, his/her agents, and employees shall in the performance of services hereunder, comply with written or verbal instructions received from the Local DSS Project Manager or designee.
- 7.3 Not to solicit the Contractor's employees for hire, however, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Budget and Management, which provides equal job consideration and certification to all job applicants.

8. WCDSS PROJECT MANAGER

The WCDSS Project Manager for this project is Mark Tyler, Attorney for BOSE. The WCDSS Project Manager will work directly with the Contractor; and will be the day-to-day contact with the Contractor during the Contract term. The WCDSS Project Manager will work with the DHR Contract Administrator to ensure contractor compliance under this Contract.

9. DHR CONTRACT ADMINISTRATOR

The DHR Contract Administrator for this project is Rosa Uddeme, DHR Police Colonel. The DHR Contract Administrator will work directly with the Contractor; and will also monitor the vendor's performance under this Contract. The DHR Contract Administrator will coordinate with the WCDSS Project Manager on the assignment and supervision of guards assigned under this Contract. The DHR Contract Administrator shall also conduct periodic inspection of guards and guard operations at LDSS facilities.

10. CONTRACTOR'S PROJECT MANAGER

The Contractor shall provide the name, current telephone number, and email address of a "project manager" who will serve as their representative and will be the primary contact with WCDSS. This person must be available during normal business hours and at any other time in case of emergencies to make all necessary arrangements for guard services.

The Project Manager shall:

- 10.1 Meet with the DHR Contract Administrator and the WCDSS Project Manager or designee, twice a year to review at minimum security guard performance, security guard training and certifications updates, and discuss communication between the Agency the Contractor. The Agency reserves the right to request additional meetings.
- 10.2 Assure all watches are covered as directed by these specifications and dealing with the Contractor at the highest local level if necessary should a problem arise.
- 10.3 Review the log book making note of any rounds missed and checking the log for a notation as to why rounds were missed during the quarterly meetings.
- 10.4 Provide the DHR Contract Administrator and WCDSS Project Manager or designee with a copy of the Contractor's Organization Chart and updates they made within twenty-four hours and/or upon request.
- 10.5 Train replacement guards as needed. All replacement guards must be approved by the DHR Contract Administrator and the WCDSS Project Manager or designee.
- 10.6 The Contractor's Project Manager must provide corrective action plans to the DHR Contract Administrator and the WCDSS Project Manager or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. The WCDSS Project Manager or designee will review the plan and provide feedback and enhancements to the Contractor. WCDSS must approve the corrective action plan. Should the Contractor and the WCDSS Project Manager not agree on an appropriate corrective action plan, then recommendation provided by the WCDSS Project Manager **AND THE CONTRACTOR WILL BE SUBMITTED TO THE DHR CONTRACT ADMINISTRATOR FOR RESOLUTION.**

11. STANDARDS AND QUALIFICATIONS OF GUARD

The security guard and replacement guards assigned to WCDSS must meet the following general requirements:

- 11.1 Must be at least twenty-one (21) years of age;
- 11.2 Must be a high school graduate or have an equivalency certificate; with at least two (2) years of experience in security/law enforcement work;
- 11.3 Must have the ability to greet and interact positively and courteously with the public;
- 11.4 Must speak, read, and write English in a clear and concise manner;
- 11.5 Must be able to read, understand, and apply printed rules and directions;
- 11.6 Must be in good general health and able to stand and/or walk for an entire shift and able to lift or carry objects of up to fifty (50) pounds;
- 11.7 Must be capable of self defense;
- 11.8 Must be able to run and climb stairs;

- 11.9 Must maintain a current First Aid Card and will be required to show the card upon request;
- 11.10 Must be CPR certified by the American Red Cross, American Heart Association, or other recognized certifying body;
- 11.11 Must not have criminal records or be on probation;
- 11.12 Must not have been convicted or charged with any form of domestic violence.
- 11.13 Prior to initial report of duty all guards must be certified and trained to perform duties, including any replacement guard

12. QUALIFICATIONS VERIFICATION

- 12.1 On the first day of the contract, the following information will be submitted to the Local DSS Project Manager or designee:
 - 12.1.1 Copy of security guard's drivers' license
 - 12.1.2 Copy of security guard's high school diploma or equivalency certificate
 - 12.1.3 Copy of security guard's resume that reflects two (2) years of experience in security/law enforcement
 - 12.1.4 Copy of current First Aid certification card
 - 12.1.5 Copy of CPR certification card
 - 12.1.6 Copy of security guards' background check

13. REPLACEMENT SECURITY GUARDS

- 13.1 Replacement guards must be approved by the DHR Contract Administrator and the WCDSS Project Manager or designee
- 13.2 Replacement guards must be trained by the Contractor's Project Manager
- 13.3 Replacement guard qualifications verification listed in section 10.1 must be provided to the WCDSS Project Manager or designee before the replacement guard performs security guard services at WCDSS.

14. TRAINING

- 14.1 Adequate training for security guards must be assured. Each guard must meet the following training requirements, and the Contractor must submit to the DHR Contract Administrator and the Local DSS Project Manager or designee **written evidence** that each employee assigned to WCDSS has been trained and certified as specified in this section within five (5) days of completing the training.
- 14.2 The WCDSS Project Manager or designee shall present an initial orientation of WCDSS to each guard. The orientation will include:
 - A. Tour of the building and grounds;

- B. Location of fire, safety equipment, and alarms;
- C. Use of an incident report;
- D. Organization and mission of the Agency;
- E. Post assignments;
- F. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, other disasters;
- G. Orientation to Agency programs;
- H. Sign-In and Out procedures.

14.3 The Contractor shall be responsible to arrange and provide for all necessary or required job-related training on an ongoing and consistent basis for the term of the contract at no additional cost to WCDSS. The training should include the following subjects:

- A. Conduct on duty;
- B. Appearance;
- C. Uniforms and equipment;
- D. Public relations;
- E. Taking notes and notifying authorities;
- F. Report writing;
- G. Communication – Telephone, verbal, written;
- H. Found property procedures;
- I. Bomb threat procedures;
- J. Security of elevators, proximity doors, alarms;
- K. Fire and safety procedures;
- L. First Aid and CPR;
- M. Legal restriction on search and seizure;
- N. Escort techniques;
- O. Observation and description detention;
- P. Terrorism and hostage situations;
- Q. Response to crime in progress;
- R. State Rules, Procedures, Policies.

14.4 All replacement guards shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required.

14.5 The DHR Contract Administrator and/or the Local DSS Project Manager or designee is authorized to inspect, monitor, and evaluate the training curriculum. The Local DSS Project Manager or designee may ask for a copy of the training curriculum at any time and the Contractor shall provide the training curriculum within five (5) business days.

14.6 If training sessions are held during the week, it will be the Contractor's responsibility to have a replacement guard assigned to WCDSS during these training sessions at no additional cost to WCDSS.

14.7 All formal security training required shall be administered by persons who are certified by the state of Maryland as being qualified to instruct or teach the specific or topic required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution recognized by the State of Maryland, or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct in an authoritative, practical and current manner.

- 14.8 Report of training completion and score of the test given must be in the form of a written report upon the completion of all required training, and shall be submitted by the Contractor to the Local DSS Project Manager or designee.

15. GUARD DUTIES

All guards assigned to this Contract shall follow, at a minimum, the DHR Security Guard General Orders (**Exhibit 3**). Guard duties to be provided shall include, but are not limited to the following:

- 15.1 Operate and enforce a security check point to all visitors at the entrance doors of the BOSE, to include the operation of walk through metal/ detector system, hand-held metal detector wand, checking of handbags, packages, etc.
- 15.2 Follow the procedure of ensuring that all employees who have left or lost their badges will be subject to security screening procedures.
- 15.3 Permit only authorized persons to enter BOSE controlled access areas. All **Maryland State Government Employees** with ID Badges entering through the main entrance **will not** be subject to the security procedures. These employees may enter the building without being checked by security as long they show their proper Maryland State ID Badges.
- 15.4 Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction.
- 15.5 Make interior and exterior perimeter checks at minimum every two (2) hours for fires, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, and other things as specified by the Local DSS Project Manager or designee.
- 15.6 Permit only authorized persons to enter BOSE controlled access areas.
- 15.7 Report in writing any unusual occurrences and/or incidents that happen during the course of duty by way of an Incident Report (**Exhibit 1**). This report must be completed immediately following an incident. The original report shall be given to the Local DSS Project Manager and a copy given to the Agency Procurement Specialist. To be forwarded to the DHR Contract Administrator next business day.
- 15.8 Assure no unauthorized person or person(s) are in the wing of the building at the beginning of the shift and prior to close of shift. If customers are still in the building wing at the end of the shift, the guard shall remain until the last customer has left the wing.
- 15.9 Participate in scheduled disaster and fire drills in accordance with the agency's established evacuation plan.
- 15.8 Patrol adjacent parking areas and grounds to prevent theft and vandalism to vehicles and property.
- 15.9 Escort staff, visitors, and customers to and from cars in the parking lot during darkness or when requested.

- 15.10 Be issued building access card and keys to the front door. The keys will remain behind the front desk in the designated area aside from when the keys are in use.
- 15.11 Be given cipher codes and elevator codes.
- 15.12 Notify the Wicomico County Sheriff's Department and the WCDSS Project Manager or designee in case of theft, vandalism, unauthorized entry, unsuccessful de-escalating situations, or any other crime. The guard shall write an Incident Report (**Exhibit 1**) and present it to the WCDSS Project Manager, Director of WCDSS or designee through their Project Manager no later than the next business morning.
- 15.13 Write and submit Incident Reports (**Exhibit 1**) to the WCDSS Project Manager or designee for the following, but not limited to: Threats, Fire, Maintenance, Suspicious activity, Potential Safety Hazard, Verbal Abuse, Assault, Unusual Activity, etc.
- 15.14 Direct service workers, delivery persons, and others to the correct entry and procedures.
- 15.15 If and when necessary, inform all employees, customers and visitors of the State's no smoking regulations as per the Governor's Executive Order of 1992.
- 15.16 Sign in upon arriving to work. The guard will sign out at the end of the shift.
- 15.17 Instruct customers to be seated in the waiting area in a quiet and orderly manner while waiting to be seen. At no time while on duty will the guard leave the Agency unattended. The Contractor Project Manager and the WCDSS Project Manager or designee must be notified if a guard has to leave the Agency while on duty and must stay at the Agency until a replacement guard has arrived.
- 15.18 Notify the Contractor's Project Manager and the WCDSS Project Manager when requesting leave as early in advance as possible so that that Contractor can find a replacement guard. The guard must notify the Contractor's Project Manager and WCDSS Project Manager or designee **immediately** in the event of an unscheduled absence so that the Contractor can find a replacement guard.
- 15.19 Show politeness and courtesy to customers and employees at all times. Effective customer service is the Agency's primary goal.

16. GUARDS SHALL NOT

- 16.1 Carry any weapons such as guns, knives, mace, nightsticks, tasers, etc.
- 16.2 Leave the facility unattended.
- 16.3 Bring their children, grandchildren, relatives or pets to work with them or to babysit them during their shift.
- 16.4 Have visitors during their shift.
- 16.5 Fraternize with customers, staff, and other guards while on duty.

- 16.6 Have congregating at the security desk.
- 16.7 Use force except to defend themselves or others when in immediate danger.
- 16.8 Make verbal or written statements regarding incidents, situations, or circumstances at the WCDSS facility. The exception is when logging an incident report as required elsewhere in these specifications.
- 16.9 Engage in any unauthorized investigative or detective work.
- 16.10 Surrender keys to any unauthorized individual without the prior approval of the WCDSS Project Manager or designee.
- 16.11 Disclose elevator codes, door cipher codes, access card, nor any other security codes of the WCDSS facility.
- 16.12 Remove keys, supplies, furniture, or equipment from the WCDSS facility.
- 16.13 Make personal telephone calls unless under extreme emergency situations consistent with the Agency's telephone policy or use any computer, personal or WCDSS related without the express permission of the WCDSS Project Manager or designee.
- 16.14 Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the employee's lunch room.
- 16.15 Smoke or chew tobacco in any area of the building while on duty or off duty.
- 16.16 Engage in loud or boisterous behavior.
- 16.17 Under the influence of alcohol or drugs (grounds for immediate termination).
- 16.18 Participant in any form of gambling.
- 16.19 Sleep while on duty.
- 16.20 Confiscate any money inadvertently left in the Agency or on the Agency grounds.
- 16.21 Permit customers or staff members to sit at the security desk with the guard.
- 16.22 Soliciting on State property is prohibited.
- 16.23 Make any arrests or detentions of individuals.
- 16.24 Sign a complaint on behalf of any State agency or State employee.
- 16.25 Request the towing of any vehicle without consent from the WCDSS Project Manager or designee.

17. GUARD EQUIPMENT

The Contractor shall issue and pay for equipment as specified below for all guards while on duty:

- 17.1 Guard must be issued and wear name plates/tags with their names clearly printed and visible to the public while on duty.
- 17.2 Guard must have flashlights and all replacement batteries.
- 17.3 Other equipment as may be agreed upon as part of the terms of this contract.

18. GUARD APPEARANCE and UNIFORMS

- 18.1 Guard must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty.
- 18.2 Guards must be clean and properly groomed with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed and hair pulled away from the face.
- 18.3 The Contractor provides guards clothing. Guards shall arrive ready for duty and completely outfitted.
- 18.4 At a minimum, guards shall be provided with the following clothing:
 - 3 Pair of Uniform Pants
 - 3 Short-Sleeved Uniform Shirts
 - 3 Long-Sleeved Uniform Shirts
 - 1 Outer Garment (Winter Coat or Spring Jacket)
- 18.5 All uniforms must comply with OSHA, MOSHA, and other local, state, and federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Name tags must be worn on the outer garment and be easily visible.
- 18.6 Shoes must be black and in good condition and polished.

19. GUARD UNIFORM EXPENSE

The Contractor shall pay the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.

20. GUARD LOGS

- 20.1 The Contractor shall provide a logbook for the guard to make daily shift entries of all activities and special notes. This logbook is to be reviewed and initialed weekly by the Local DSS Project Manager or designee.

- 20.2 All guards shall sign in and out in the logbook. At the beginning of each shift, all guards shall prepare the guards log by assigning that day's date, print and sign his/her name.
- 20.3 All entries in the guards' log shall be printed or written legibly. Any falsification of information written or printed in the log is grounds for denying payment to the successful bidder, and/or possible termination of the contract.
- 20.4 All incidents must be reported in this log and provided to the WCDSS Project Manager, Director of WCDSS or designee by the start of the next morning's shift.
- 20.5 At the conclusion of each shift, guards shall leave the log at their assigned desk for review by the WCDSS Project Manager or designee.

21. ASSIGNMENT OF GUARDS

- 21.1 The Contractor must assign the same guard to the same shift on the same days of the week. This will ensure continuity for staff and the operation.
- 21.2 Replacement guards must have prior clearance and be trained in all aspects of required duties as described in Section 14. A summary of all possible replacement guards shall be submitted to the LDSS Project Manager in advance of the assignment of said replacement.
- 21.3 It shall be the Contractor's responsibility to assign a replacement guard who carries the same certifications as the assigned guard if the regular guard cannot report to WCDSS for work. No guard can leave their post until properly relieved of their duties.
- 21.4 The Contractor shall at no time furnish guards who have not met minimum qualifications and training as required by the contract.
- 21.5 All guards must be punctual and have a good attendance record. Guards who are constantly tardy and who have a record of unscheduled absences will not be allowed to continue to work under this contract at WCDSS.
- 21.6 The Contractor must furnish a qualified replacement guard within two (2) hours if assigned guard is absent for any reason. Failure to provide security will result in the contractor being held liable for costs incurred by the Agency to obtain security. Upon request by the WCDSS Project Manager or Director, the contractor agrees to remove any guard who, in the opinion of WCDSS is undesirable to perform guard service under this contract. The contractor must furnish a qualified replacement guard immediately. Failure to replace the guard within two (2) hours of the request will be grounds for denying payment to the contractor for the period in question.

22. PROCEDURES FOR SECURITY AND BACKGROUND CHECKS

The Contractor must obtain background checks for personnel applying for security guard positions at the facility occupied by WCDSS. The results of the background checks must be forwarded to the DHR Contract Administrator and the WCDSS Project Manager or designee.

- 22.1 Background checks are required for all security guards assigned to WCDSS. In order to allow the successful contractor sufficient opportunity to obtain Maryland State Police,

NCIC, and FBI criminal background checks; proposed guards will be allowed to work on site for up to ninety (90) days **pending satisfactory receipt of background checks**. In general, prospective guards with criminal records and/or probation will not be acceptable for work at WCDSS.

22.2 **COMAR TITLE 19, SUBTITLE 4 of MD CODE ANNOTATE BUSINESS OCCUPATION AND PROFESSIONS ARTICLE.**

Each security guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State of Police; or (2) meet one of the exceptions to security guard certification under Maryland Law.

Two Exceptions:

- First, a licensed security guard agency may provide an uncertified individual if the security guard agency has submitted the application, fingerprint cards, and records fee for the individual's certifications; and the Secretary of State Police has not disapproved the application.
- Second, if the security guard is currently certified by the Maryland Police and Corrections Training Commission as a police officer, the security guard is not required to also be certified as a security guard.

23. **GUARD WAGES**

The Contractor must pay the unarmed guards in accordance with the Maryland Living Wage Law (see Section 33). In the event the Living Wage rate for Tier 2 is increased during the contract period, the rate paid to employees shall be increased to meet or exceed that Living Wage, See Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Increase in any state or federal wage rates may not be passed onto the agency or the State of Maryland and is the sole responsibility of the Contractor.

WCDSS is requesting that the Contractor must pay the unarmed guards accepted by WCDSS a minimum of \$14.00 per hour.

24. **RESPONSIBILITY FOR KEYS**

It is the responsibility of the Contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to them. In the event that any assigned key is lost or stolen, the contractor is responsible for any cost associated with re-keying or replacement of the locks involved. Any lost or stolen key will be reported to the Local DSS Project Manager or designee immediately, in writing and verbally.

25. **CHANGES TO SCOPE OF WORK**

- 25.1 Any change to the scope of this contract requires pre-authorization in writing to the DGS Procurement Officer, DHR Contract Administrator, WCDSS Project Manager, and the Agency Director.

- 25.2 The Procurement Officer may, at any time, change the scope of work of the contract by written contract modification. On the designated effective date, the contractor shall make the required changes in his operations.
- 25.3 Upon receiving notice of the change, the Contractors monthly invoice will be adjusted to reflect the value of the change in services under this contract.

26. TERMINATION

- 26.1 WCDSS reserves the right to cancel this contract if funds are not appropriated or otherwise made available to support the continuation of this contract. The State shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination. However, this does not affect either the State's or the Contractor's rights under any other termination clause in the contract.
- 26.2 Contractor will receive 30 days written notice from the DHR Contract Administrator of any above cancellation action to this contract.

27. CONTRACTOR'S INSURANCE

The Contractor must furnish and keep in effect during the term of this contract the following:

- A. General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to, Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander, or other torturous acts of the Contractor's employees.
- B. Such Workman's Compensation Insurance as is required by the laws of the State of Maryland.
- C. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit and required certificates of insurance to the Procurement Officer for review and approval. These certificates shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

28. PAYMENT TO THE CONTRACTOR

- 28.1 At the end of each calendar month, the Contractor shall submit an invoice to WCDSS for work done during the month. Invoices shall indicate the number of non-overtime hours worked for the entire month.
- 28.2 Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the face of the invoice. Copies of the time sheets for the invoice period must accompany the invoice.
- 28.3 By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption.

The selected Bidder/Offeror shall register using the attached COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

- 28.4 The WCDSS Project Manager or designee shall not be responsible for any invoice submitted prior to the last day each month or after the 15th of the following month for which the services were rendered.

To avoid mailing problems, address all invoices to the following:

**Accounts Payable
Vickie Webster
Wicomico County Department of Social Services
201 Baptist Street
Suite 27
Salisbury, MD 21801**

29. HOURLY BILLING RATES

- 29.1 The hourly rate submitted as the base price to the bid shall be for non-overtime work regardless of the day of the week or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional security under the contract. The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the Assistant Director for Administration or the Director.
- 29.2 It shall be the Contractors responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands watch for a lower paid guard.
- 29.3 These rates will be used in computing additions to, or deductions from, the Contractor monthly payment, for changes to the specified duties and/or scope of work, for extra work required by the State or for penalties imposed on the contractor as indicated elsewhere in the specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment, and the Contractor overhead and profit.

30. PENALTY FOR FAILURE TO PROVIDE GUARD

Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the state's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences. If the DHR Contract Administrator or the WCDSS Project Manager or designee finds it necessary to assign State personnel to provide security for any amount of time for which the contractor was responsible under this contract, WCDSS reserves the right to refuse payment for that period of time the contractor failed to provide services, and to hold the contractor liable for any wages paid to State personnel or another vendor to perform security duties normally performed by the successful bidder.

The State reserves the right to withhold payment in part or in full based on any claim of the State of a debt owed to the State arising from any other cause.

31. STATE SUPPLIED SERVICES AND FACILITIES

WCDSS will make available to the security guard, based on duty requirements, appropriate work area, photocopying services, fax machine, telephone, and controlled amounts of office supplies. Parking space will be available, but will not be assigned.

32. BID PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit must be submitted with the bid, to the attention to the Procurement Officer. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening may deem your bid non-responsive.

33. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$13.19** per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least **\$9.91** per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation (#001IT819577) has been deemed to be a Tier 2 contract.

*****See the LIVING WAGE attachments to this solicitation*****

*****Read all attachments thoroughly and retain for future reference*****

34. QUALIFICATIONS FOR DETERMINING RESPONSIBLE BIDDERS

- 34.1 All bidders must provide a copy of the guard license for the State of Maryland; TITLE 19, Subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.

- 34.2 Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least three (3) years of successful experience immediately prior to bidding this contract, providing services of comparable type, scope, complexity and magnitude of services described in the solicitation. The experience of company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation of the bidders qualifications.
- 34.3 The bidder is required to attach references online with the bid response. At least three (3) and no more than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, magnitude and complexity to those specified in these specifications. References must be for services provided within the past three (3) consecutive years. Each reference must include the following:
- a. Name, address, phone number, and contact person.
 - b. Name and location of reference.
 - c. Term of contract.
 - d. Size and type of facility.
 - e. Type and complexity of services provided.
 - f. Amount of security personnel.
 - g. Coverage provided and number of shifts (24/7/365).
 - h. Letters of testament are optional.

Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.

35. STATEMENT OF FISCAL INTEGRITY:

A Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available the Bidder shall include independently audited Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years.

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Documented evidence of a successful financial track record; and
- e. Documented evidence of adequate working capital.

36. TO BE SUBMITTED WITH THE BID

The following documents are required to be submitted online with the bid response for the bid opening currently scheduled for July 24th @ 1pm:

- A. *Required completed Bid Proposal Affidavit (*online attachment*);
- B. A bid confirmation and a breakdown of your bid, to include: hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...
- C. Completed Conflict of Interest Affidavit (*online attachment*)

- D. Completed Living Wage Affidavit (*online attachment*)
- E. A copy of the Company's Guard License
- F. Statement of fiscal integrity

* **If the Bidder fails to submit Bid-Proposal Affidavit with the bid or prior to the bid opening, the Procurement Officer may deem the bid non-responsive.**

37. BASIS OF AWARD

The contract will be awarded to the responsible and responsive bidder that submits the lowest Base Bid. The State reserves the right to make adjustments to the estimated hours and schedule, prior to award based on fund availability.

38. SMALL BUSINESS RESERVE

This is a **Small Business Reserve (SBR) Procurement** for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

39. BASE BID

The Base Bid shall be the **TOTAL THREE (3) YEAR PRICE** for providing uniformed guard services as detailed in these specifications and calculated as follows:

	Hourly Billing Rate		Estimated Hours		Base Bid
Year 1	\$ _____	X	<u>1992</u>	=	\$ _____
Year 2	\$ _____	X	<u>1992</u>	=	\$ _____
Year 3	\$ _____	X	<u>1992</u>	=	\$ _____
TOTAL THREE YEAR PRICE					\$ _____

If the bidder fails to bid on all lines, the Procurement Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.

EXHIBITS

Exhibit 1	DHR Incident Report
Exhibit 2	DHR Walk Thru Metal Detectors and Hand Wand Procedures
Exhibit 3	DHR Security Guard Post Orders